TEMPLE UNIVERSITY
Financial Affairs

Office of the Treasurer
1330 West Berks Street
Sullivan Hall, Room G11
Philadelphia, PA 19122-6087

phone 215-204-6545
email susan.karakantas@temple.edu

December 21, 2007

P-7

37-00697-31
03002963

RECEIVED
REGION 1
2007 DEC 26 AM 10 15

Thomas Thompson
USNRC
475 Allendale Road
King of Prussia, PA 19406

RE: Mail Control No. 137702

Dear Mr. Thompson,

Enclosed are the following documents related to our escrow:

- Resolution permitting Anthony Wagner or me to sign agreements
- Fully executed Escrow Agreement
- Certificate of Names and Specimen Signatures
- Certification of Financial Assurance
- Copy of the Bank of New York statement for the escrowed funds at 11/30/07

Although we had previously submitted all but the escrow agreement last December, our Chief Financial Officer has since changed. Therefore, I wanted all of the related documentation to contain the same CFO's signature.

If you require any additional documentation or information, please contact me at 215-204-3139 or via the web at susan.karakantas@temple.edu

Sincerely,

Susan J. Karakantas

Susan J. Karakantas
Associate Treasurer

enclosures

137702

NMSS/RGN1 MATERIALS-002

ESCROW AGREEMENT

Escrow Account Number [redacted]

ESCROW AGREEMENT (the "Agreement") entered into as of December 20, 2007, by and between Temple University – Of The Commonwealth System of Higher Education, a Pennsylvania not-for-profit corporation, hereinafter referred to as "Temple" or the "Licensee," and The Bank of New York Trust Company, N.A., successor escrow agent to J.P. Morgan Trust Company, National Association, successor escrow agent to Mellon Bank, F.S.B., successor escrow agent to Corestates Bank, N.A., formerly known as The Philadelphia National Bank,1600 Market Street, Suite 1500, Philadelphia, PA 19103, hereinafter referred to as "Escrow Agent."

WHEREAS, the U.S. Nuclear Regulatory Commission ("NRC"), agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 30, which are applicable to the Licensee, and which require that a holder of, or an applicant for, a Part 30 license provide assurance that funds will be available when needed for required decommissioning activities;

WHEREAS, the Licensee elected to use a deposit of government securities to provide all of such financial assurance for the facilities identified herein and as of July 27, 1990, entered into Escrow Number [redacted] ("Original Escrow") between Licensee and The Philadelphia National Bank, a predecessor escrow agent to Escrow Agent;

WHEREAS, such government securities have been held by the predecessor escrow agents pursuant to the Original Escrow; and

WHEREAS, the NRC has informed Temple that the Original Escrow needs to be updated to evidence an increase in the financial assurance available for required decommissioning activities;

NOW, THEREFORE, the Licensee and the Escrow Agent agree as follows:

Paragraph 1. Establishment of Escrow Account.

It is agreed between the parties that the Original Escrow will be amended by substituting the terms of this Agreement, which has Escrow Account Number [redacted] in place of the terms of the Original Escrow.

It is agreed between the parties that Temple has elected to establish an escrow account with the Escrow Agent to provide financial assurance for decommissioning of the facility(ies) in the amounts shown below:

NONNEGOTIABLE

Temple University – Of The Commonwealth System of Higher Education
3307 North Broad Street, Room B49
Philadelphia, PA 19140

License # 37-00697-31
Certified Decommissioning Costs: $1,125,000

Escrow Account: $1,248,688.84

Paragraph 2. Description of Property in Escrow Account.

It is hereby acknowledged by the parties that $1,125,000 par value U.S. Treasury Notes with a market value of $1,248,688.84 at 11/30/2007 has (have) been delivered to the escrow.

Temple warrants to and agrees with the Escrow Agent that, unless otherwise expressly set forth in this Agreement that: (i) there is no security interest in the property in the escrow account or any part thereof; (ii) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow account or any part thereof; and (iii) the Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists or to file any financing statement under the Uniform Commercial Code with respect to the escrow account or any part thereof.

Paragraph 3. Conditions of Escrow Agreement.

The property described in Paragraph 2 above will remain in the escrow account created by this Agreement until one of the following two conditions has been satisfied:

(1) The conditions specified in Paragraph 4 of this Agreement have been met; or

(2) The decommissioning activities required by 10 CFR Part 30 have been completed, the license has been terminated, the facility site is available for unrestricted use for any public or private purpose, and the escrow account has been terminated by joint notice, in writing, from Temple and the NRC, or by NRC alone if the Licensee ceases to exist.

Paragraph 4. Disbursement of property in Escrow Account.

The Escrow Agent shall make payments from the escrow account upon presentation to the Escrow Agent of the following:

(a) A certificate duly executed by the Secretary of Temple in the form of a Specimen Certificate of Events, and attesting to the following conditions:

(1) that decommissioning is proceeding pursuant to an NRC-approved plan;

(2) that the funds withdrawn will be expended for activities undertaken pursuant to that plan; and

(3) that NRC has been given 30 days prior notice of Temple's intent to withdraw funds from the escrow account.

No withdrawal from the account for a particular license can exceed 10 percent of the remaining funds available for that license unless NRC written approval is attached. In addition, the Escrow Agent shall make payments from the escrow account as NRC shall direct, in writing, to provide for the payment of the costs of the required decommissioning activities covered by this Agreement. The Escrow Agent shall reimburse the Licensee or other persons as specified by NRC from the escrow account for expenses for required activities in such amounts as NRC shall direct in writing. In addition, the Escrow Agent shall refund to Temple such amounts as NRC specifies, in writing. Upon refund, such funds shall no longer constitute part of the escrow account as described in Paragraph 2 above.

Paragraph 5. Irrevocability.

It is also agreed between the parties that this escrow became irrevocable upon delivery to the Escrow Agent of the U.S. Treasury Notes described in Paragraph 2 above, and will remain irrevocable and in full force and effect until the occurrence of one of the conditions described in Paragraph 3 above.

Paragraph 6. Powers of the Escrow Agent.

The only power and duties of the Escrow Agent shall be to hold the escrow property and to invest, reinvest and dispose of it in accordance with the terms of this Agreement.

Escrow Account Management

The Escrow Agent shall invest and reinvest the principal and income of the escrow account and keep the escrow account invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which Temple may communicate in writing to the Escrow Agent from time to time, subject, however, to the provisions of this Agreement; the Escrow Agent shall discharge its duties with respect to the escrow account solely in the interest of NRC and with the care, skill, prudence, and diligence, under the circumstances then prevailing, that persons of prudence, acting in like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims, except that:

(a) Securities or other obligations of the Licensee, or any other owner or operator of the licensed facility(ies), or any of their affiliates as defined in the Investment Company Act of 1940, as amended (15 U.S.C. 80a-2(a)), shall not be acquired or held, unless they are securities or other obligations of the Federal government;

(b) The Escrow Agent is authorized to invest the escrow account in time or demand deposits to the extent insured by an agency of the Federal government, and in obligations of the Federal government such as GNMA, FNMA, and FHLM bonds and certificates or state and municipal bonds rated BBB or higher by Standard & Poor's or Baa or higher by Moody's Investment Services; and

(c) The Escrow Agent is authorized to hold uninvested cash, awaiting investment or distribution, for a reasonable time and without liability for the payment of interest thereon.

(d) Prior to making any investment or reinvestment, Escrow Agent will obtain the written direction of Temple to make such investment or reinvestment.

Express Power of the Escrow Agent

Without in any way limiting the powers and discretion conferred upon the Escrow Agent by other provisions of this Agreement or by law, the Escrow Agent is expressly authorized and empowered:

(a) To register any securities held in the escrow account in its own name and to hold any security in bearer form or in book entry or to deposit or arrange for the deposit of any securities issued by the U.S. Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Escrow Agent shall at all times show that all such securities are part of the escrow account;

(b) To deposit any cash in the escrow account in interest-bearing accounts maintained or savings certificates issued by Escrow Agent or any of its affiliates, to the extent insured by an agency of the Federal government; and

(c) To pay taxes, from the account, of any kind that may be assessed or levied against the escrow account and all brokerage commissions incurred by the escrow account.

(d) To make, execute, acknowledge and deliver any and all documents of transfer and any and all other instruments that may be necessary to carry out the powers granted herein.

Paragraph 7. Annual Valuation.

After delivery has been made into this escrow account, the Escrow Agent shall annually, at least 30 days before the anniversary date of receipt of the property into the escrow account, furnish to the Licensee and to NRC a statement confirming the value of the escrow account. Any securities in the account shall be valued at market value as of no more than 60 days before the anniversary date of the establishment of the escrow account. The failure of the Licensee to object in writing to the Escrow Agent within 90 days after the statement has been furnished to the Licensee shall constitute a conclusively binding assent by the Licensee, barring the Licensee from asserting any claim or liability against the Escrow Agent with respect to the matters disclosed in the statement.

Paragraph 8. Successor Escrow Agent.

Upon 90 days prior notice to NRC and Temple, the Escrow Agent may resign; upon 90 days notice to NRC and the Escrow Agent, Temple may replace the Escrow Agent; provided that such resignation or replacement is not effective until the Escrow Agent has appointed a successor escrow agent, the successor accepts the appointment, and the successor is ready to assume its duties as escrow agent. The successor escrow agent shall have the same powers and duties as those conferred upon the Escrow Agent under this Agreement. When the resignation or replacement is effective, the Escrow Agent shall assign, transfer, and pay over to the successor the funds and properties then constituting the escrow account. If for any reason the Licensee cannot or does not act in the event of the resignation of the Escrow Agent, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor, or for instructions. The successor escrow agent shall specify the date on which it assumes administration of the escrow account in a writing sent to the Licensee, NRC, and the current Escrow Agent by certified mail 10 days before the change becomes effective. Any expenses incurred by the Escrow Agent as a result of any of the acts contemplated by this paragraph shall be paid as provided in Paragraph 10 of this Agreement.

Paragraph 9. Instructions to the Escrow Agent.

All orders, requests, and instructions from the Licensee to the Escrow Agent shall be in writing, signed by such persons as are signatories to this Agreement, or such other

designees as the Licensee or NRC may designate in writing. All orders, requests, and instructions from NRC shall be in writing, signed by the designees of NRC. The Escrow Agent shall be fully protected in acting in accordance with such orders, requests, and instructions. The Escrow Agent shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Licensee or NRC under this Agreement has occurred. The Escrow Agent shall have no duty to act in the absence of such orders, requests, and instructions from the Licensee or NRC, except as provided in this Agreement.

Paragraph 10. Compensation and Expenses of the Escrow Agent.

The fee of the Escrow Agent for its services in executing this Agreement shall be $0, and the fee of the Escrow Agent for its services in maintaining the escrow account shall be $2,500 per annum to be borne by Temple.

Expenses of the Escrow Agent for the administration of the escrow account, the compensation of the Escrow Agent for services subsequent to the establishing of the escrow account to the extent not paid directly by the Licensee, and all other proper charges and disbursements shall be paid from the escrow account.

Paragraph 11. Amendment of Agreement.

This Agreement may be amended by an instrument in writing executed by the Licensee, the Escrow Agent, and NRC, or by the Escrow Agent and NRC if the Licensee ceases to exist. All amendments shall meet the relevant regulatory requirements of NRC.

Paragraph 12. Termination.

This Agreement can be terminated by written notice of termination to the Escrow Agent signed by Temple and NRC, or by NRC alone if the Licensee ceases to exist.

Paragraph 13. Interpretation.

This Agreement constitutes the entire agreement between Temple and the Escrow Agent. The Escrow Agent shall not be bound with respect to its obligations hereunder by any other agreement or contract entered into by Temple, and the only document that may be referenced in case of ambiguity in this Agreement is the licensing agreement between Temple and NRC, or its successor.

Paragraph 14. Acceptance of Appointment by Escrow Agent.

The Bank of New York Trust Company, N. A. 1600 Market Street, Suite 1500, Philadelphia, PA 19103 does hereby acknowledge its appointment by Temple University – Of The Commonwealth System of Higher Education to serve as Escrow Agent for the

escrow account created under this Agreement and agrees to carry out its obligations and duties as stated in this Agreement.

Paragraph 15. Severability.

If any part of this Agreement is invalid, it shall not affect the remaining provisions that will remain valid and enforceable.

Paragraph 16. Effective Time of this Agreement

This Agreement shall not become effective (and the Escrow Agent shall have no responsibility hereunder except to return the escrow property to Temple) until the Escrow Agent shall have received the following from Temple and shall have advised Temple in writing that the same are in form and substance satisfactory to the Escrow Agent:

(1) A certified resolution of Temple's Board of Trustees authorizing the making and performance of this Agreement; and

(2) A certificate as to the names and specimen signatures of Temple's officers or representatives authorized to sign this Agreement and notices, instructions, and other communications hereunder.

Paragraph 17. Immunity and Indemnification.

The Escrow Agent shall not incur personal liability of any nature in connection with any act or omission in the administration of this Agreement and the escrow account, or in carrying out any directions of the Licensee or the NRC issued in accordance with this Agreement, unless such liability arises because of a negligent act or omission on the part of the Escrow Agent.

The Escrow Agent shall be indemnified and saved harmless by the Licensee or from the escrow account, or both, from and against any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of pocket and incidental expenses and fees and expenses of outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent that such Losses are due to the negligence or willful misconduct of the Escrow Agent, or (ii) its following any instructions or other directions from the Licensee, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Paragraph 17 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Agent.

Paragraph 18. Controlling Law.

This Agreement shall be administered, construed and enforced according to the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the parties have caused this Escrow Agreement to be executed by the respective officers duly authorized as the corporate seals to be hereunto affixed and attested as of the date first written above.

The Bank of New York Trust Company, N. A., Escrow Agent

By _____
Name Noreen Wichert
Title Vice President

Temple University – Of The Commonwealth System of Higher Education

By _____
Name Anthony E. Wagner
Title Senior Vice President, Treasurer and Chief Financial Officer

December 20, 2007

CERTIFICATE OF NAMES AND SPECIMEN SIGNATURES

The individual(s) listed below are authorized to sign the Escrow Agreement on behalf of Temple University – Of The Commonwealth System of Higher Education and are authorized to sign any notices, instructions, and other communications made pursuant to the Agreement.

Name: Anthony E. Wagner
Title: Senior Vice President, Treasurer and Chief Financial Officer

Signature: Anthony E. Wagner

Name: Susan J. Karakantas

Title: Associate Vice President and Associate Treasurer

Signature: Susan J Karakantas

TEMPLE UNIVERSITY
Board of Trustees

Office of the Secretary
3 Mezzanine, Sullivan Hall
1330 W. Berks Street
Philadelphia, PA 19122-6087

phone 215-204-7308
fax 215-204-5862
email secretary@temple.edu
web www.temple.edu/secretary

THE BOARD OF TRUSTEES OF TEMPLE UNIVERSITY - OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

Contracts made in accordance with established procedures of the University may be executed by any of the following persons:

A. the President or the Senior Vice President, Chief Financial Officer; Treasurer;

B. as authorized in writing by the President, any officer of the University;

C. as authorized in writing by the Vice President, Chief Financial Officer, Treasurer, any officer of the University or any subordinate of the Senior Vice President, Chief Financial Officer, Treasurer;

D. or any Vice President if also executed by the Secretary or an Assistant Secretary, and the Senior Vice President/Treasurer/Chief Financial Officer or an Associate or Assistant Treasurer.

I hereby certify that the above resolution is a true and correct copy of the resolution adopted by the Board of Trustees of Temple University - Of The Commonwealth System of Higher Education at a regularly scheduled meeting held March 9, 1971, at which meeting a quorum was present.

I also certify that the current Bylaws of the Board of Trustees of Temple University – Of The Commonwealth System of Higher Education provide that "when so directed by the Treasurer..., any Associate or Assistant Treasurer may perform all the duties of the Treasurer, and when so acting shall have the powers of and be subject to all the restrictions upon the Treasurer." Bylaws, Section 7.8.

I further certify that as of the date set forth below, the President of Temple University – Of The Commonwealth System of Higher Education is Ann Weaver Hart, that the Senior Vice President, Chief Financial Officer and Treasurer of Temple University – Of The Commonwealth System of Higher Education is Anthony E. Wagner, and that the Associate Treasurer of Temple University – Of The Commonwealth System of Higher Education is Susan J. Karakantas.

George E. Moore, Secretary (seal)

Prepared: December 20, 2007

CERTIFICATION OF FINANCIAL ASSURANCE

Principal:	Temple University Of The Commonwealth System of Higher Education 1801 North Broad Street Room 303 Philadelphia, PA 19122
License Number:	37-00697-31
Facility:	Temple University Of The Commonwealth System of Higher Education 3307 North Broad Street, Room B49 Philadelphia, PA 19140
Issued to:	U.S. Nuclear Regulatory Commission

I certify that Temple University Of The Commonwealth System of Higher Education is licensed to possess the following types of sealed sources or plated foils with a half-life greater than 120 days licensed under 10 CFR Part 30 and unsealed byproduct material with a half –life greater than 120 days licensed under 10 CFR Part 30 in the following amounts:

Type of Material	Amount of Material
Any unsealed byproduct material with atomic numbers 1 through 83 and half life greater than 120 days	Not to exceed applicable quantity specified in 10 CFR 33.100, Schedule A, Column I with the unity rule appropriately applied
Notwithstanding possession limit conditions above, The applicable quantities for the following unsealed Radionuclides are reduced to:	
Carbon 14	10 curies
Krypton 85	10 curies
Iodine 129	10 millicuries
Any unsealed byproduct material other than Alpha emitting byproduct material not listed In 10CFR33.100, Schedule A with half-life Greater than 120 days	10 millicuries
Any sealed source byproduct material with atomic numbers 1 through 83	Not to exceed 50 millicuries per source and 5 curies total
Cesium 137 (Sealed Source, 3M Corp Model 4F6S)	4 curies
Cesium 137 (Sealed Source, Isotope Products Model 225)	120 millicuries

Cesium 137 (Sealed Sources, as permitted by 10CFR35.400)	100 millicuries per source and 2 curies total
Plutonium 239 (Plated Source)	0.05 microcuries per source and 0.10 microcuries total
Gadolinium 153 (Sealed Source as permitted by 10CFR35.500)	Not to exceed 500 millicuries per source and 3.8 curies total
Cobalt 60 (Sealed Source as permitted by 10CFR35.600)	36 curies per source and 9,400 curies total

I also certify that financial assurance in the amount of $1,125,000.00 has been obtained for the purpose of decommissioning as prescribed by 10 CFR Part 30.

Anthony E. Wagner
Senior Vice President, CFO & Treasurer

December 20, 2007

[Corporate seal]

THE BANK OF
NEW YORK
TRUST
COMPANY, N.A.

TEMPLE UNIV ESCROW TYLER 64 AMBLER 64
THE A B C D AND JONES 61 BONDS NRC 90
TEMPLE UNIV NRC ESCROW
Account # [redacted]
November 30, 2007

00020293

UMMARY OF ASSETS HELD

	MARKET VALUE	TOTAL COST	ACCRUED INCOME	EST ANN INCOME	% A/C
OVERNMENT BONDS	1,185,820.31	1,128,515.63	17,860.89	53,437.50	94.96
HORT-TERM INVESTMENTS	62,868.53	62,868.53	.00	3,042.83	5.03
ASH	.00	.00	.00	.00	
ACCOUNT TOTALS	$1,248,688.84	$1,191,384.16	$17,860.89	$56,480.33	100.00

OTAL MARKET VALUE PLUS TOTAL ACCRUED INCOME $1,266,549.73